

**MEMORANDUM OF UNDERSTANDING
FOR ARRA SUBSIDIZED EMPLOYMENT**

BETWEEN

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES**

AND

EMPLOYER _____

This Memorandum of Understanding ("MOU") is entered into between Georgia Department of Human Services ("DHS"), through its Division of Family and Children Services ("DFCS"), and _____, hereinafter referred to as Employer. The effective date of this MOU is _____, 2010 and will terminate September 30, 2010 unless terminated earlier in accordance with this MOU. However, if the source of fund for this project (ARRA 2009) is extended beyond September 30, 2010, the termination date of this MOU will automatically extend to the new date.

1. PURPOSE OF MOU:

The purpose of this MOU is to document the agreement between DHS and Employer for the provision of Subsidized Employment opportunities in Employer's organization to eligible Georgians hereinafter referred to as Participants. The subsidized portion of this MOU is funded by American Recovery and Reinvestment Act of 2009 (ARRA).

2. RESPONSIBILITIES:

A. EMPLOYER RESPONSIBILITIES:

Employer will:

- i. Provide training and supervision of Participant's work performance;
 - ii. Complete and forward Employer Profile form attached as **Annex A**;
 - iii. Inform the Job Coach provider in the event of termination of Participant's employment prior to September 30, 2010; and
 - iv. Submit an Invoice/Summary of Wage Payments (**Annex B**) by email attachment or fax each payment period. The email address is: TANF-Sub-Employers@dhr.state.ga.us and the fax # is: 770-342-7763.
- (a.) Ensure that a copy of supporting documentation accompany completed **Annex B** for wages requested for each payroll period.
- i. Copy of Checks
 - ii. Copy of Paystubs
 - iii. Payroll Registry
 - iv. Receipt signed by employee (cash payments)

B. DHS RESPONSIBILITIES:

DHS will:

- i. Ensure that only eligible and appropriate Participant(s) are referred to Employer;
- ii. Reimburse Employer eighty percent (80%) of Participants wages (excluding employer's payroll tax, unemployment insurance and worker's compensation);
- iii. Provide reimbursement within seven (7) business days of receipt of a completed (**Annex B**), Invoice/Summary of Wage Payments; and
- iv. Provide allowable support services to Participants (if necessary) according to Temporary Assistance for Needy Families (TANF) policy and procedures.

C. Both parties understand and agree that:

- i. Employer makes final hiring decision;
- ii. Participant may not fill a vacant employment position if: (a) the vacant position occurred as a result of layoff since January 1, 2010 or (b) the employer has terminated the employment of any regular employee or caused an involuntary reduction in its work force in order to fill the vacancy with an adult taking part in the subsidized employment activity;
- iii. The period for subsidized employment for each Participant will not exceed six (6) months. The maximum subsidized amount DHS will pay over a six (6) month period is \$26,000 per Participant;
- iv. Employer in its sole discretion may retain Participant beyond the subsidy period; and
- v. DHS may compute and record twenty five percent (25%) of each Participant's gross wages as its maintenance of effort for this program. It is further understood and agreed that this computation does not involve any exchange of money between Employer and DHS.

3. Representatives Contact Information

All inquiries and correspondence, regardless of form or nature, will be sent to the following representatives of the parties:

For DHS:

Ms. Donna Gunter
Office of Family Independence, SE Program
Department of Human Services
Division of Family & Children Services
Two Peachtree Street, N.W. #21-202
Atlanta, Georgia 30303-3142
Phone: 404-657-3737
Fax: 404-657-3755
E-mail: degunter@dhr.state.ga.us

For Employer:

Name: _____
Title: _____
Employer Name: _____
Employer Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

4. AMENDMENT AND MODIFICATION:

No modification or alteration of this MOU will be valid or effective unless such modification or amendment is made in writing and signed by both parties.

5. INDEPENDENT RELATIONSHIP:

In its relationship with DHS and for purposes of performing any of its responsibilities under this MOU, Employer agrees that it is an independent organization.

6. ACCESS TO RECORDS AND INVESTIGATION/RECORD RETENTION:

To the extent required by law and regulations, DHS, State and Federal government officials shall have access to any pertinent books, documents, and records of the Employer that is related to this MOU for the purpose of making audit examinations. The records retention requirements are six years from submission of final invoice.

7. PUBLICITY:

In the event that Employer wishes to provide any publicity regarding its responsibilities under this MOU, Employer will identify DHS and ARRA 2009 as a sponsoring agency.

8. DEBARMENT:

Employer hereby certifies that, to the best of its knowledge, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal department or agency funded programs.

9. ASSIGNMENT:

Neither party shall assign this MOU, in whole or in part, without the prior written consent of the other party, and any attempted assignment not in accordance herewith shall be null and void and of no effect.

10. TERMINATION:

This MOU may be terminated prior to September 30, 2010 by either party for cause or convenience with thirty (30) day written notice of the intention to do so. :

11. EXECUTION:

This MOU has been made and executed by the parties in duplicate. For the faithful performance of the terms of this MOU, the parties, by their authorized representatives in their capacities as stated, affix their signatures and agree to be bound by the provisions in this MOU.

12. ANNEXES:

Annex A Employer's Profile
Annex B Invoice/Summary of Wage Payments

Georgia Department of Human Services
Division of Family and Children Services

Mark Washington
Assistant Commissioner
Division of Family and Children Services

Date: _____

Employer (Title of Company)

Signature

Date: _____



EMPLOYER PROFILE



Annex A

Contact Information:

Name and Title: _____

Telephone Number (s): _____

E-mail Address: _____

Business Information:

Name of your Business: _____

Name of CEO/President/Owner (if different from representative listed above):

Provide a copy of Business License

Employer Identification Number (EIN): _____

Year Business Started? _____

Principal Business Address: _____

Business Telephone Number: _____

Nature of the Business: _____

What are your Products? _____

How many employees you currently have? _____

Do you currently have a contract/MOU with DHS? _____

If so, what is the contract #: _____

Type of Business (Check One):

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other (Please State) |
| <input type="checkbox"/> Partnership | _____ |

What counties do you serve in Georgia? _____

List positions requested for Subsidized Employment
(Attach Job Descriptions if available)

Title	# of Pos.	Hrs. per Week	Hrly Rate	# of Months	Total Est. Gross Wages
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Grand Total Estimated Gross Wages: _____

Authorization Agreement for Electronic Payment

_____(Name of Business or **Local** Agency)

_____(Street Address)

_____(City, State, Zip Code)

_____(Employer Identification Number)

I authorize the Georgia Department of Human Services (DHS) to deposit the payment for the above named business or local agency directly into the entity's bank account. DHS is authorized to adjust any over/under deposit which it has caused to be made to this account. I recognize that the deposit of the payment shall be made by electronic means through electronic data interchange (EDI). I further acknowledge that the responsibility of DHS to provide this payment shall be satisfied by DHS providing a correct credit entry in accordance with the automatic deposit services agreement (credits) between DHS and First Union Bank.

The amount of the payment is to be deposited into the checking account of the entity at (name of financial institution). Attached below is a voided check showing the correct information for the account. If our bank or bank account changes or if we decide to stop the electronic payment process, I am responsible for notifying the DHS Office of Financial Services (OFS) in writing of the change immediately.

In signing this authorization for EDI, I understand that certain checks will not be "automatically deposited into the checking account but will be provided to this entity. These checks include:

1) First check after OFS establishes EDI for this entity. (Bank requires pre-notification.)

2) First check after OFS enters authorized changes to the bank account information.

Signature Person Authorized on Bank Account

DATE

(print name) _____

Title of Person Authorized on Bank Account

Phone Number

ATTACH VOIDED CHECK HERE

OFFICE USE ONLY

- ☐ Meets all requirements
- ☐ Does not meet requirements
- ☐ Additional information required

Additional Comments:

Date Verified: _____ **By:** _____